



## CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ ("Producer") with a place of business at \_\_\_\_\_, is a potential member of the Pig.Net Alliance, an alliance of independent swine producers facilitated by Cargill, Incorporated ("Cargill") with a place of business in Minnetonka, Minnesota and producer. In order to evaluate and further this potential relationship, Cargill may disclose to Producer certain proprietary business information. This information is secret and confidential, and will be disclosed to Producer on the following terms and conditions:

1. "Confidential Information" shall mean all information, data, specifications, and processes owned by or in possession of Cargill or its subsidiary, Excel Corporation, relating to the Pig.Net Alliance, including but not limited to the structure of the Pig.Net Alliance, the terms of said Alliance, and the Pig.Net Matrix and pricing information.
2. Proper and appropriate steps shall be taken and maintained by Producer to protect the Confidential Information received. Producer shall limit disclosure and access to the Confidential Information received from Cargill to such of its employees as are directly involved with this project, and even then only to such extent as is necessary and essential to complete the work involved herewith, and such employees shall preserve the confidential nature of this information. Producer shall not disclose any of the Confidential Information to any unauthorized party.
3. Confidential Information will be used by Producer only in connection with analyzing the feasibility of participating in the Pig.Net Alliance. No other use will be made of the Confidential Information by Producer or its employees, it being recognized that Cargill has reserved all rights to the Confidential Information not expressly granted herein. No license or right is granted hereby to Producer by implication or otherwise with respect to or under any patent application, patent, claims of patent, or proprietary rights of Cargill with respect to the Confidential Information; and any invention, recommendation, or conclusion made or developed relating to the Confidential Information is the property of Cargill.
4. Nothing shall be included in the Confidential Information which:  
(a) is in the public domain prior to the disclosure to Producer; (b) is lawfully in Producer's possession, as evidenced by its written records, prior to the disclosure by Cargill; or (c) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of Producer.
5. If any of the Confidential Information is supplied to Producer by a third party having a legal right to disclose it to Producer, then: (a) Producer shall have the right to use that portion of the Confidential Information so disclosed in connection with work done for that third party; and (b) such disclosure by that third party shall not

place that portion of the Confidential Information in the public domain, and shall not relieve Producer of its obligations under this Agreement.

6. All documents containing Confidential Information of Cargill and all samples shall remain the property of Cargill. They shall be returned to Cargill at its request. Documents prepared by Producer using such Confidential Information need not be returned, but shall, upon Cargill's request, be destroyed.

7. Producer acknowledges a breach of this Agreement would cause irreparable harm to Cargill, which harm could not be adequately compensated for by damages. Accordingly, in the event of such breach, Producer acknowledges and agrees that Cargill shall be entitled, in its discretion, to injunctive relief.

8. This Agreement shall be governed by and construed in accordance with the laws (disregarding conflicts of law rules) of the State of Iowa.

9. This Agreement shall not be assigned by Producer without the prior written consent of Cargill. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

10. Failure by Cargill to enforce any provisions of this Agreement shall not constitute a waiver of any of the terms and conditions hereof.

11. No amendment, modification, or waiver of the terms or conditions of this Agreement shall be binding unless placed in writing and duly executed by the party(s) to be bound therein.

The undersigned represents Producer and finds the foregoing acceptable.

CARGILL, INCORPORATED

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

Agreed to and Accepted this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRODUCER

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title